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FILED
Clerk
District Court

SEP 29 2006

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS

For The Northern Mariana Islands
(Deputy Clerk)

ABELLANOSA, JOANNA,
et al.,

Plaintiffs,

v.

L&T INTERNATIONAL
CORPORATION,

Defendant.

Civil Action No. 05-0010

DECLARATION IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT

I, MA. ROSARIO R. DELA CRUZ, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. I am a citizen of the Republic of the Philippines. I was hired by L&T International Corporation as a nonresident contract worker, to work in the position of Hand Packer in March 17, 2004.
3. On or about February, 2004, I went to L&T to apply for an advertised job vacancy for hand packers. After filling-up and turning in the application form, I was told that L&T will call me for further information.
4. After about two weeks, an L&T personnel who identified herself as Baby Lopez, called me up for interview. When I reported to L&T, a certain Cory Quing and Amy Tse conducted the interview.

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ORIGINAL

I.
MEDICAL FEES
(Physical Examination Fee
and Health Certificate Fee)

5. After I passed the interview, Baby Lopez asked me to complete the Consensual Transfer documents and have my employer complete and sign them, which I did. I gave the completed consensual transfer documents to Baby Lopez at the HR office. Baby Lopez then asked for and I gave her my health certificate which she noted had not yet expired. She told me that L&T would use my health certificate from my then employer.

II.
CONTRACT SIGNING

6. My first non-resident contract was in 2003. Basically, annually since then, each year, my employers used and had me sign a standard form labor contract provided by DOL. I became familiar with the basic terms of the DOL standard form contract. A copy of such standard form contract is attached as Exhibit "A" to Plaintiffs' Amended Opposition.

7. In 2004, when L&T HR staff Baby Lopez handed me their contract form, with only the signature page showing, and insisting that I sign, I had no reason to believe it was not the standard DOL form contract and terms. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before signing it. When it was presented to me in the HR office, Baby Lopez just pushed the document through the counter-window with the pages turned back, showing only the signature page, and pointed to where I was to sign it, and said sign, which I

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1 did without reading it. I asked Baby "Can I read it first?" Baby Lopez replied
2 "no, no need to read it, it's just the same as the DOL contracts you signed
3 before. We need to expedite for DOL processing so that you can start
4 working immediately. We need manpower." There were many other applicants
5 present and waiting in line. The HR staff was rushing me and other applicants by
6 insisting that I and the other applicants I saw present, hurry up and quickly sign,
7 without delaying the document processing. From the mood and way the HR staff
8 was acting, I was made fearful that if I didn't just sign the signature page as
9 instructed, I would lose the job opportunity especially since none of the other
10 applicants I saw there held up the line by or took time to read the contract
11 document. I observed the HR staff acting the same way with other workers who
12 signed before and after my turn. Neither Baby Lopez, nor any one else, ever
13 showed me my contract document until the time and date they asked me (us) to
14 sign at HR. I was never given a copy of the L&T contract document I signed
15 before my termination on or about May 13, 2004. After my termination, I was
16 surprised when I later learned of some of the conditions and terms in L&T's self-
17 styled contract. Had I known that the L&T contract contained terms restricting
18 me from being employed with other competing companies in Saipan and allowing
19 L&T to terminate me at any time as a reduction in force I would not have agreed
20 to it or signed it.

21
22 III.
PERFORMANCE EVALUATION

23 8. There was no individualized measurement or testing to determine my or each
24 Packer's individual performance or production. The only production
25

1 measurement or test was done by counting the output (production) from each of
2 the different lines of Packers. There was really no way for me as an individual
3 packer to control or show an increase in the number of products because I was
4 just one individual on the line with many others. In the packing section our work
5 was performed by groups of workers on so-called lines. The packages or items
6 we were assigned to work on often varied from day to day. Our Head Supervisor
7 in the packing section was Li, Zhi Min, who is a Chinese. When I and other
8 Filipino workers tried to ask her questions regarding our work she could not
9 answer nor explain because she does not speak english fluently. (*See* Defendant's
10 Response to Plaintiffs' First Set of Request for Interrogatories No. 49a).

11 12 IV. TERMINATION

13 9. I was employed and worked for L&T International Corporation as a hand
14 packer, from on or about March 2004 to May 13, 2004, when I and other workers
15 in the hand packing section were summoned by the calling of our individual
16 names over the public address system, to report to the human resources (HR)
17 office. I believe and understand we were called in two batches, one about 3:00
18 p.m., and one about 5:00 p.m. (*See* Deposition of Jack Torres, page 97, lines 14-
19 17).

20 10. I did not know why we were being called to come to HR. I thought that we
21 were being called regarding receipt of our anticipated ATM Cards that L&T had
22 previously given us and had us fill out an application for, as they told me and other
23 workers present, to make it easier and more convenient for (us) workers to access
24 and get our anticipated bi-weekly wage payments without having to stand in line
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1 waiting for and trying to cash payroll checks. I was made more assured of my
2 continued employment and anticipated pay check by L&T having asked me and
3 other workers to set up these ATM accounts to facilitate our anticipated payroll
4 check payments.

5 11. As we arrived at the designated meeting room, I observed other workers, and
6 Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR staff,
7 were present at the May 13, 2004 meeting.

8 12. I did not see or hear Corazon Quing read or reading from any document or the
9 so-called "communication plan" as described and stated in Exhibit "A" attached to
10 the Declaration of Corazon Quing.

11 13. More specifically, I (we) were not told as stated by Corazon Quing that we the
12 workers, had the right to appeal our termination to the "Legal Department" of L&T
13 or to any one else.

14 14. Neither Malou Ernest, Corazon Quing nor any one else at the May 13, 2004
15 meeting, informed us, that the purpose of the so-called second check was "to cover
16 for 10 days pay in lieu of notice," as stated in paragraph 7, Declaration of Corazon
17 Quing. Additionally, L&T's own RIF policy required, as proposed RIF workers,
18 that I (we) "shall be given written notice of separation at least 15 days prior to the
19 effective date of separation, or severance pay in lieu of notice." (*See* Ex. "D," Jack
20 Torres' Deposition, and page 88, lines 6-8 and lines 20-24).

21 15. It was my honest belief that I and my co-workers were terminated on May 13,
22 2004 and that the termination was effective immediately on and from May 13, 2004,
23 because I (we) were told by HR staff at the May 13, 2004 meeting that today (May
24 13, 2004) was our last day of employment and they demanded that we give up and
25 turn in our company ID cards which were required and needed for company

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1 employees to freely enter company premises; and more importantly, our I.D.s were
2 swipe-cards for the time-clocks so we could not clock in or out without them, in
3 addition to being required to "turn over any and all company properties in your
4 possession... on or before May 13, 2004" as stated in the Notice of Termination. *See*
5 Ex. "D," Defendant's Memorandum.

6 16. As a result I believed and felt that I was terminated and forced to stop working
7 on May 13, 2004, the same date that the Notice of Termination (dated May 12, 2004)
8 was given to me. Hence, I was not given the required prior notice of termination
9 and/or of the RIF.

10 17. I and the other plaintiffs worked a set work schedule and shift, and worked
11 Monday through Saturday, seven (7) hours a day, six (6) days a week, for a total of
12 forty-two (42) hours each work week, which included two (2) hour overtime each
13 work week while employed at L&T.

14 18. At the time of my termination, no one from L & T offered to assist me in
15 finding other employment or told me that they would or could assist me in getting
16 work with affiliate companies of L&T.

17
18 V.
EMOTIONAL DISTRESS

19 19. On the day I was terminated from employment by L&T as a result of alleged
20 reduction in force (RIF), I felt as if the whole world had caved in on me. I was
21 shocked, in a stupor, mortified and dumbfounded. The termination left me
22 physically and emotionally drained.

23 20. The way L&T broke the news of termination to us, not individually or
24 privately, but *en masse* in front of all the other employees, resulted in wailing, crying
25

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1 and shouting and pandemonium among the workers present; I and the other workers
2 present were crying and hugging each other and trying to console one another.

3 21. I experienced dizziness, fear, headache and body ache, sleeplessness and nausea.
4 I realized that I needed medical treatment but I had no money or income to pay, so
5 I delayed medical treatment. My emotional condition continued to deteriorate until
6 my boyfriend insisted that I go to CHC in January 18, 2006, because he said I needed
7 it and he would pay.

8 22. After my treatment at CHC, the symptoms and manifestation of my emotional
9 stress remained unabated. They grew even worse than before. I also went to Saipan
10 Health Clinic to seek treatment. Thereafter, I also went to Pacific Medical Center for
11 the treatment of the same health concerns.

12 23. Dissatisfied with my medical findings, I decided to seek treatment in the
13 Philippines at various clinics for my continuing emotional distress. For my fare back
14 home, my boyfriend had to borrow money from somebody else. Our friends in the
15 island had to chip in whatever small amount they can for my pocket money.

16 24. In Philippines, I consulted four medical practitioners of various fields of
17 specialization. Nobody was able to give me specific medical findings. One physician
18 even opined that there is no need for me to undergo intensive examination as he can
19 tell by my appearance alone, incoherent speech and strange reactions to medical
20 treatment that I need immediate medical attention.

21 25. Until now, my physician in the Philippines, Dr. Jose Llewellyn P. Salamat of The
22 Nazarene Medical Clinic & Diagnostic Laboratory, had been giving me medical
23 advice and medication.

24 I declare under penalty of perjury that the foregoing is true and correct and
25 that this declaration was executed this 29th day of September, 2006.

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/s/ [Signature]
Ma. Rosario R. de la Cruz
Declarant